contract, and filed a claim against the maker's receivers, stating that he had no security. *Held,* that the transfer of the notes carried with it the contract in so far as it reserved title to the goods, as collateral security for payment of the notes; and that the transferee was not estopped from asserting his lien by his claim to the contrary made when he was ignorant thereof. *Gay* v. *Hudson River Electric Power Co., In re Quinn* (1910), —C. C., N. D., N. Y. —, 180 Fed. 222.

The judge, in deciding, said: "The question is not free from doubt." He cited, as holding contrary, *Domestic Sewing Machine Co.* v. *Arthurhultz,* 63 Ind. 322. That case was followed in *Hyde* v. *Courtwright,* 14 Ind. App. 106, and distinguished, in *Heyms* v. *Meyer* (1910), — Ind. App. —, 91 N. E. 973, from the case where both the note and the contract are assigned. *Bank* v. *Thomas,* 69 Tex. 237, 6 S. W. 565, is also contrary to this decision. The great weight of authority, however, holds that the retention of title in the vendor is but as collateral security for the purchase price, and that a transfer of the debt, therefore, carries with it, as an incident, the interest in the chattel, in the same manner as the assignment of a mortgage debt would carry with it the mortgage. *Cutting* v. *Whittemore,* 72 N. H. 107, 54 Atl. 1098; *Duke* v. *Shackleford,* 56 Miss. 552; *Spoon* v. *Frambach,* 83 Minn. 301, 86 N. W. 106; *Standard Steam Laundry* v. *Dole,* 22 Utah 311, 61 Pac. 1103. Georgia cases support the present opinion, but they are based upon a statute. *Cade* v. *Jenkins,* 88 Ga. 791, 15 S. E. 292; Georgia Acts of 1887, p. 62. In Georgia, if the indorsement of the note is without recourse and unaccompanied by an express transfer, to the indorsee, of the title to the chattel, such title, thereupon, vests absolutely in the maker of the note. *Townsend* v. *Southern Product Co.,* 127 Ga. 342, 56 S. E. 436; *Swann Davis Co.* v. *Stanton,* 7 Ga. App. 668, 67 S. E. 888. According to the cases cited above, showing the weight of authority, the subsequent assignment of the collateral contract to the transferee of the note, which was done in the present case, was unnecessary. Nor does the transferee have to know of or rely upon the collateral security. *Kimball Co.* v. *Mellon,* 80 Wis. 133, 48 N. W. 1100. In fact, in the present case, the transferee thought he had no security, and filed a claim so stating; still the court held him not estopped from asserting his lien.

BOUNDARIES—FENCES—EJECTMENT — CHAMPERTY. — Plaintiff in ejectment charges that defendant fenced off twenty feet of plaintiff's land, plaintiff claiming under a deed dated five years after fence was built. Deed called for the fence as a boundary. *Held,* by the deed plaintiff took no title to the land beyond the fence. The disputed strip belongs either to defendant or to plaintiff's vendors, and to recover in ejectment plaintiff must rely upon the strength of his own title, and not upon the weakness of his adversary's. The deed to plaintiff would be champertous as to all land within the fence. *Tool* v. *Kinman* (1910), — Ky. —, 130 S. W. 1073.

At the time of conveyance to plaintiff, the disputed strip was in the adverse possession of the defendant. From an early date the policy of the law has not admitted of the conveyance by anyone of a title of land which

is in the adverse possession of another. This is considered not as passing a title but as transferring a right of action in violation of the laws against champerty. Statute 32 Henry VIII, c. 9. This was also common law in some of the states. *Browne* v. *Browne,* Fed. Cas. No. 2035 (1 Wash. C. C. 429). *Small* v. *Procter,* 15 Mass. 495. Many of the states now allow a person to convey his title as a valid deed, though there be an adverse possession. *Mustard* v. *Wohlford's Heirs,* 15 Grat. 329, 76 Am. Dec. 209; *Allen* v. *Kennedy,* 91 Mo. 324, 2 S. W. 142; *Peck* v. *Heurich,* 167 U. S. 624. By statute in quite a number of states such conveyances are permitted. Some of the states, evidently a minority, hold that such convenance by disseisee is void as to the grantee. *Pearson* v. *Adams,* 129 Ala. 157, 29 South. 977; *Godfroy* v *Disbrow,* Walk. Ch. 260; *Gilman* v. *Dolan,* 100 N. Y. Supp. 186, 114 App. Div. 774. In North Dakota it was considered a misdemeanor to convey land where grantor had not been in possession or taken rent. *Galbraith* v. *Paine,* 12 N. D. 164, 96 N. W. 258. Not having title to the land within the fence, plaintiff in the principal case could not bring ejectment. *Hammond* v. *Shepard,* 186 Ill. 235, 57 N. E. 867, 78 Am. St. Rep. 274; *Stephens* v. *Moore,* 116 Ala. 397, 22 South. 542. In ejectment plaintiff cannot rely on the weakness of the title of his adversary. *Butler* v. *Davis,* 5 Neb. 521. Unless title remained in plaintiff's grantor, defendant, being in possession, would have the better right. *McCreary* v *Jackson Lumber Co.,* 148 Ala. 247, 41 South. 822. And if the title remained in plaintiff's grantor, still plaintiff had no title, for the fence was designated as the boundary line of the tract conveyed.

CHARITIES — RELIGIOUS CORPORATIONS — TORTS — RESPONDEAT SUPERIOR. — The plaintiff, a journeyman mechanic, while engaged in making repairs on the premises of the Salvation Army, was injured by reason of the defective condition of a runway. *Held,* that defendant was not relieved from liability for negligence of its agents and servants on the theory that the rule of respondeat superior does not apply to religious or charitable corporations, *Hordern* v. *Salvation Army* (1910), — N. Y. —, 92 N. E. 626.

The decision reached in this case is in accord with that of the Supreme Court of New York in *Kellogg* v. *Church Charity Foundation* (1908), 112 N. Y. Supp. 566, 128 N. Y. App. Div. 214. See 7 MICH. L. REV., p. 270. In these cases an attempt has been made to limit the operation of the rule that a charitable corporation is not liable for injuries resulting from the negligent or tortious acts of a servant in the course of his employment, where such corporation has exercised due care in his selection. The courts of Pennsylvania, Maryland, Tennessee, Kentucky, Illinois and Missouri have held that this immunity is universal, on the ground that the funds of such corporations are trust funds and cannot be applied to any such use. In several jurisdictions, however, the reason given for the rule is that one who has accepted the benefit of a charity thereby releases the benefactor from liability for the negligence of his servant in administering the charity; *Powers* v. *Mass. Homoeopathic Hospital,* 109 Fed. 294; and where this view is taken the courts refuse to extend the immunity to cases where the injured party